

October 18, 2005

Via Facsimile and Overnight Courier/Mail (Unless Otherwise Indicated)

Counsel for Delphi John Wm. Butler Jr., Partner John K. Lyons, Partner Ron E. Meisler, Associate Skadden, Arps, Slate, Meagher & Flom LLP 333 West Wacker Drive, Suite 2100 Chicago, IL 60606 F: 312-407-0411

Counsel for Delphi Kayalyn A. Marafioti, Partner Thomas J. Matz, Counsel Skadden, Arps, Slate, Meagher & Flom LLP Four Times Square New York, NY 10036 F: 212-735-2000 Delphi 5725 Delphi Drive Troy, Michigan 48098-2815 USA Fax: [1] 248.813.2670

Delphi Delco Attention: Juan Carlos Gonzales Plant 27 702 Joaqin Cavazos Road Los Indios, TX 78567

Delphi Electronics & Safety P.O. Box 9005 Kokomo, IN 46904-9005 (via First Class Mail)

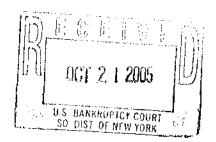
Re: Reclamation Demand / In re Delphi Corporation, et. al., Case No. 05-44481 (RDD), United States Bankruptey Court, Southern District of New York

#### Dear Sir or Madam:

Elmos NA, Inc. hereby demands, in accordance with, and based upon, the Reclamation Order, as entered by the above-mentioned court in the above-mentioned case on October 13, 2005, section 546(e) of the Bankruptcy Code, and section 2-702 of the Uniform Commercial Code as codified under applicable state law, and without waiving any other rights, remedies, or claims, Elmos NA, Inc. hereby demands the return of all goods shipped as described and as set forth in the attached invoices, which identify with specificity the goods for which reclamation is sought (the "Goods"). By this Reclamation Demand, you are instructed to immediately inventory the Goods and keep the Goods segregated from all other inventory, machinery, and equipment. Further, you are not permitted to use, sell, encumber, or transfer the Goods to any party. Please contact the undersigned to arrange for the return of the Goods.

Sincerely,

Franz-Simon Haider



ELMOS North America, Inc.

31700 W. 13 Mile Rd. Suite 110 Farmington Hills, MI 48334

Phone: 248.865.3200

Fax: 248.865.3203

Internet: http://www.olmos.de 05-44481-rdd Doc 540 Filed 10/21/05 Entered 10/24/05 12:22:47 Main Document Pg 2 of 20

#### Attachments

ce: United States Bankruptey Court Southern District of New York

One Bowling Green New York, NY 10004



#### ELMOS North America, Inc.

31700 W. 13 Mila Rd, Suite 110 Farmington Hills, Mt 48334

Phone: 248.865.3200

Fax: 248.865.3203

Internet: http://www.elmos.de



31700 West Thirteen Mile Road - Suite 110 Farmington Hills, MI 48334 USA

Bill to	
Delphi Delco DO NOT MAIL new ship to address as of 2/28/0:	5

# Invoice-USD

Date	Invoice #
9/27/2005	2005659

Customer P.O. #	Torms	Due Date	Order Date	Ship Via	Referen	ce#
550047217	MSN-2	12/2/2005	9/27/2005	UPS	see bel	ow
Descri	ption	Line#	Cust Part #	Quantity	Unit Price	
100.37A - Delphi Part #		1	09377975	5,836	3.06	17,858.16
Parts shi pped from Trilog dip# 13093 Fracking# 12V838R0029						
					I - USD	\$17,858.10

Standard Federal Bank 2600 W. Big Beaver Rd Troy, MI 48084 ABA# 072000805 Account# 0394001962

ELMOS NA, Inc. 31700 W. 13 Mile Rd. Suite 110 Farmington Hills, MI 48334

VALID WITHOUT SIGNATURE

4		<del>- +, -</del>			•		•		5,654	Ordered	Quantity		-						T TOTAL
Boxes									5,836	Shipped	Quantity	550047217	S.A. #	Lake Orion, MI 48359	180 Engelwood Dr. Suite J	a/o Trilogy Te	Vendor Code 082301B	Eimos NA. INC.	
Instructions:									09377975		Part Number			11 48359	od Dr. Suite J	c/o Trilogy Technologies, Inc	82301B	ភ	
instructions: <u>ਸੁਖਾਣੀ ਪ੍ਰਤਾਵਕ</u>				•	-4-4				975	<del></del>	mber	000123620	Manuf. DUNS				TRILOGY		
		T041219093	T041219091	T041219082	T041219089	Packstucknr #	1ZV838F	Elmos F				UPS 2day Consignee Billing	Ship Via						Ship To:
	5838 38	1336	1500	1500	1500	Quantity	1ZV838R00292346723	Elmos P/N E100.37A	ñ		Description	signee Billing	Via	Phone# 956-228-5023	Atm: Juan Carlos Gonzales	Los Indios, TX 78567 USA	702 Joaquin Cavazos Rd	Plant 27	Delphi Delco Electronics
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PACKING SLIP

Bill of Lading

Date 9/27/2005

12 lbs Gross Weight



31700 West Thirteen Mile Road - Suite 110 Farmington Hills, MI 48334 USA

Inv	oice	ı-U	SD
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Date	Invoice #
9/28/2005	2005658

Bill to		
Delphi Delco		 
DO NOT MAIL	. an at 2/20/05	
new ship to address	1 HR O1 2/20/03	

Ship To Delphi Delco Attention: Juan Carlos Gonzales Plant 27 702 Joaquin Cavazos Road Los Indios, TX 78567

Customer P.O. #	Terms	Due Date	Order Date	Ship Via	Referen	ce#
550047217	MSN-2	12/2/2005	9/28/2005	UPS	see bel	ow 
Desc	ription	Line #	Cust Part #	Quantity	Unit Price	
100.37A - Delphi Part	# 09377975	1	09377975	3,596	3.06	11,003.76
Parts shipped from Trilo slip# 13114 Tracking# 1ZV838R002	ngy on 9/28/05, packing 290841138					
				Tota	- ıl - USD	\$11,003.

Standard Federal Bank 2600 W. Big Beaver Rd Troy, MI 48084 ABA# 072000805 Account# 0394001962 OR

ELMOS NA, Inc. 31700 W. 13 Mile Rd. Suite 110 Farmington Hills, MI 48334

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Boxes Instructions: 14" x 14" x 3" ea

		Гί	<i>j</i> 0 01	20	
		2,818	Quantity Ordered		From:
		3,596	Quantity Shipped	<b>S.A.</b> # 550047217	Elmos NA. INC. Vendor Code 082301B c/o Trilogy Technologies 180 Engelwood Dr. Suit Lake Orion, Ml 48359
		09377975	Part Number		Elmos NA. INC. Vendor Code 082301B c/o Trilogy Technologies, Inc 180 Engelwood Dr. Suite J Lake Orion, Ml 48359
<u> </u>		975	mber	Manuf. DUNS 000123620	
	T041222064 T050320173 T050330072	Elmos P. <b>1ZV838R</b> Packstucknr # T04122163		Ship Via UPS 2day Consignee Billing	Ship To:
3596	609 602 1091	Elmos P/N E100.37A  1ZV838R00290841138  ucknr # Quantity 119100 794 222163 500	Description	Via signee Billing	elphi Clart 27 lant 27 Joa J2 Joa lndittn: Juthone#
	399E 443E 443E	Lot number 404E 405E		Lake Orion, MI 48359	pelco Electronics quin Cavazos Rd os, TX 78567 USA an Carlos Gonzales 956-228-5023



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31700 West Thirteen Mile Road - Suite 110 Farmington Hills, MI 48334

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Bill to	
Delphi Delco DO NOT MAIL new ship to address as of 2/28/05	

# Invoice-USD

Date	Invoice #
9/29/2005	2005675

Ship To	
Delphi Delco Attention: Juan Carlos Gonzales Plant 27 702 Joaquin Cavazos Road Los Indios, TX 78567	

Total - USD

\$3,084.48

Customer P.O. #	Terms	Duo Date	Order Date	Ship Via	Referenc	e# 
550047217	MSN-2	12/2/2005	9/29/2005	UPS	see below	
Desc	pription	Line #	Cust Part#	Quantity	Unit Price	
3100.37A - Delphi Part		1	09377975	1,008	3.06	3,084.48
Parts shipped from Trib slip# 13134 Tracking # 1ZV838R00	ogy on 9/29/05, packing 9296316669					

REMIT TO:

Standard Federal Bank 2600 W. Big Beaver Rd Troy, MI 48084 ABA# 072000805 Account# 0394001962

ELMOS NA, Inc. 31700 W. 13 Mile Rd. Suite 110 Farmington Hills, MI 48334

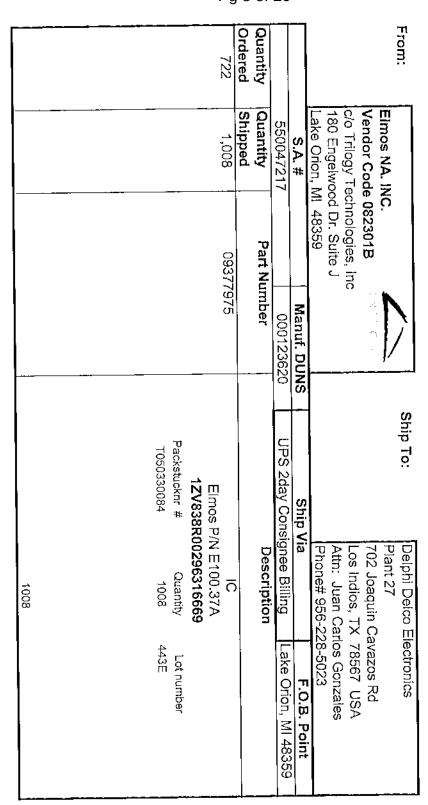
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lbs Gross Weight

Boxes

Instructions: 14" x 14" x 3" ea





Number

PACKING SLIP

13134

9/29/2005

Date

Page

Bill of Lading

13134



31700 West Thirteen Mile Road - Suite 110 Farmington Hills, MI 48334 **USA** 

Bill to	
Delphi Delco DO NOT MAIL new ship to address as of 2/28/05	

# Invoice-USD

Date	Invoice #
10/5/2005	2005690

Ship To	
Delphi Delco	
Attention: Juan Carlos Gonzales	
Plant 27	
702 Joaquin Cavazos Road	
Los Indios, TX 78567	

Customer P.O. #	Terms	Due Date	Order Date	Ship Vla	Reference	:a#
550047217	MSN-2	12/2/2005	10/5/2005	UPS	see belo	)W
Desc	ription	Line #	Cust Part#	Quantity	Unit Price	
B100.37A - Delphi Part		1	09377975	1,500	3.06	4,590.00
Parts shipped from Trile slip# 13215 Tracing #: 1ZV838R003	gy on 10/05/05, packing 98052831					
				Tota	_ .I	\$4,590.00

REMIT TO:

Standard Federal Bank 2600 W. Big Beaver Rd Troy, MI 48084 ABA# 072000805 Account# 0394001962

ELMOS NA, Inc. 31700 W. 13 Mile Rd. Suite 110 Farmington Hills, MI 48334

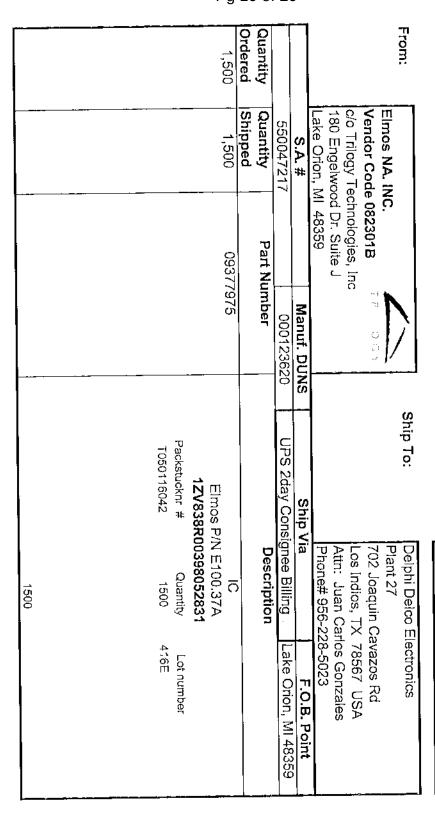
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lbs Gross Weight

Boxes

Instructions: 14" x 14" x 3" ea



Number

PACKING SLIP

13215

Date 10/5/2005

Page

Bill of Lading

13215



31700 West Thirteen Mile Road - Suite 110 Farmington Hills, MI 48334 USA

B(II to	
Delphi Delco DO NOT MAIL new ship to address as of 2/28/05	

# Invoice-USD

Date	Invoice #
10/6/2005	2005691

Ship To	
Delphi Delco Attention: Juan Carlos Gonzales Plant 27 702 Joaquin Cavazos Road Los Indios, TX 78567	

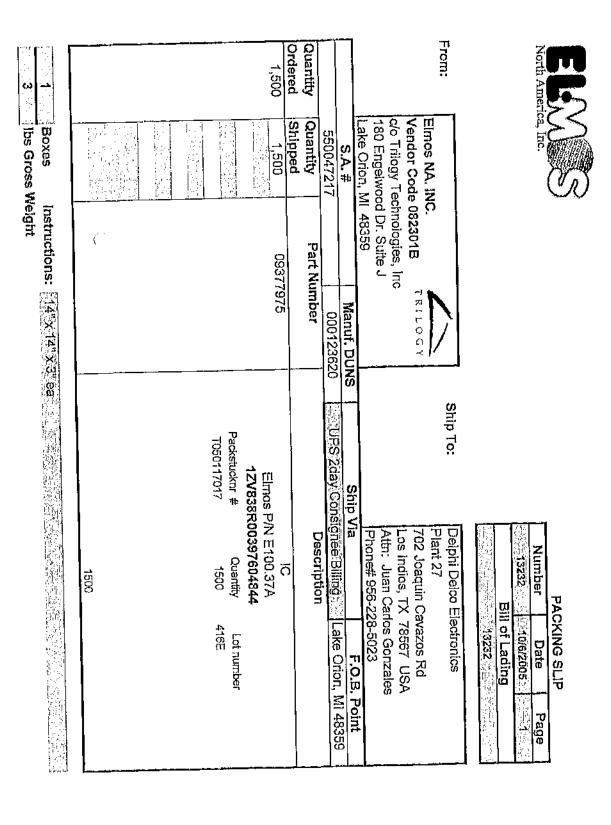
Customer P.O. #	Terms	Due Date	Order Date	Ship Via	Reference	ce#
550047217	MSN-2	12/2/2005	10/6/2005	UPS	see beld	) <b>w</b>
Desc	orlption	Line#	Cust Part #	Quantity	Unit Price	
3100,37A - Delphi Part		1	09377975	1,500	3.06	4,590.00
Paris shipped from Trile slip# 13232 Tracking#: 1ZV838R00	ngy on 10/06/05, packing					
				Tota	I - USD	\$4,590,0

REMIT TO:

Standard Federal Bank 2600 W. Blg Beaver Rd Troy, MI 48084 ABA# 072000805 Accenni# 0394001962

ELMOS NA, Inc. 31700 W. 13 Mile Rd. Suite 110 Farmington Hills, MI 48334

VALID WITHOUT SIGNATURE



UPS Tracking Number	Status	Dėlivery Informatio	n.
1. 1Z V83	Delivered	Delivered on: Delivered to:	30-Sep-05 10:16 A.M. LOS INDIOS, TX, US
		Signed by: Service Type:	CANTU 2ND DAY AIR
2 (ZV83	Delivered	Delivered on. Delivered to:	3 Oct-05 10:14 A M LOS INDIOS TX US
		Signed by) Service Type:	ESHAVAE RIA 2ND DAY AIR
3. 1Z V83	Delivered	Delivered	11-Oct-05 10:04
		on: Delivered to: Signed by:	A.M. LOS INDIOS, TX, US HERNAD EZ
		Service Type:	GROUND
4 1Z V83	Delivered	Dellvered on: Dellvered to:	12-Oct-05 9:59 A.M. LOS INDIOS, TX, US PHACEC
		Signed by:	O

		Service Type:	GROUND
5. 1Z V83	Delivered	Delivered on:  Delivered to:  Signed by:  Service Type:	29-Sep-05 10:27 A.M. LOS INDIOS, TX, US CHAVAR RIA 2ND DAY AIR

Tracking results provided by UPS: Oct 17, 2005 9:42 A.M. Eastern Time (USA)

# DELPHI

\_Delphi Electronics and Safety

Page 1 of 6

Buyer:

DELPHI
ELECTRONICS & SAFETY
P.O. Box 9005
KOKOMO IN 46904-9005

PO Number Date Issued 01-Jan-2004

Version 30-Sep-2005 14:04:14 EST

ELMOS NA INC 31700 W 13 MILES STE 110 PARMINGTON HILLS MI 48334 Vendor No: 1009768
DUNS No: 113117050

Thy occupality in Sak ZMA Commency (1935)
Payment settled on 2nd, 2nd Month
Incompass Tolly teight collect

iitem No	Mateurikko; Description			Plant D	DECNOSA Plant	: 1-6
00030		Volid To 04-Jan-2004 31-Dec-2006	Carrency USD USD	Price 2,550.00 3.060.00	Price Unit 1,000 1,000	DOM PC PC
This Re	05-Jan-2004 quirament Contract ondition record	is for 100%	unless other	rwise specified.  DA24 DELPHI D	DELNOSA Plan	t: 14

DA24 DELPHI D DELNOSA Plant 1-

IC-LIN, ELOO. 41 Price Unit UQM Price Currency Valid To Valid From PC 1,000 2,280.00 04-Jan-2004 USP PC 1,000 01.-Jan-2003 3,187.50 usp 31-Dec-2005

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record changed

00010 9399682 IC-LIN, E100.41B DA14 DELPHI D DELNOSA Plant 1-4

Purchasing Contact: Chang, Jacey

Phone: 65-6450-8488 Fax: 65-65526734 Contact Address:

DELPHI ELECTRONICS & SAPETY 501 ANG MO KIO INDUSTRIAL PARK 1, SINGAPORE 569621

Date and Time Printed: 30-Sep-2005 14:04:14 EST

## DELPHI

\_Delphi Electronics and Safety

Page 2 of 6

ELMOS NA INC 31700 W 13 MILE STE 110 PARMINGTON HILLS MI 48334 Requirements Contragu PO Number

Date Issued

550047217

01-Jan-2004

Version

30-Sep-2005 14:04:14 EST

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	Description (c
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A CONTRACTOR OF THE PROPERTY O		***********	Price	Price Unit	INDM
Valid From	Valid To	Currency		1.000	PC
1 1111111111111111111111111111111111111	04-Jan-2004	USD	2,550.00		PC.
01Jan-2003		บรอ	3,187,50	1,000	
05~Jan~2004	31-Dec-2004		3,180,00	1,000	PC
0.1 = 7an - 2005	31-Dec-2006	USD			

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record changed

12212383

DA24 DELPHI D DELNOSA Plant 1-4

TC-ELMOS, EL100.42A Price Unit UOM <u>Price</u> Currency Valid To Valid From FC1,000 610.00 USD 31-Dec-2006

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record changed

12222383 00060

DA24 DELPHI D DELMOSA Plant 1-4

IC-100.12,8020L UOM Price Unit Price Valid To Currency. Valid From 1,000 PC 750.00 usd

31-Dec-2006 This Requirement Contract is for 100% unless otherwise specified. 01-Jan-2005

\*\*\* Condition record changed

12222384 00050

DAZ4 DELPHI D DELMOSA Plant 1-4

rc-100.28,8020L

UOM Price Unit Price. Currency Valid To PC Valid From 1,000 1,060.00 USD 31-Dec-2006

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record changed

Correct pricing for PN 12222383 & 12212383.

Added PN 12212383, 12222384 & 12222383 on PO.

Update 2004 prices per agreement. - 20 Feb 04----

The uliphote destination of this purchase order is Mexico. When shapping from Mexico, use the following "Ship To" address:

Industrial Park

K. 13.5 Reynosa, Mexico

The undersigned tereby claims exemption from the payment of state, local and MTA sales & use taxes upon its purchases of taxable tiems. Permit Holder: Delco State of Texas Direct Paymant Authorization Number 3-00093-5831-5

Electronics Corporation

DE	1_	<b>F</b> >	<b> </b>	
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Delphi Electronics and Safety

Page 3 of 6

ELMOS NA INC 31700 W 13 MILE STE 110 FARMINGTON HILLS MI 48334 Requirements Contracts

PO Number 550047217 Date Issued

01-Jan-2004

Version

30-Sep-2005 14:04:14 EST

Hem No. Malerial No. Description Malerial No. it

Material Poll System Terms and Conditions:

1. Delphi requires 100% on time delivery performance from adoptions.

2. Quantities weeights required against this order will in all cases be as buyer's current material delivery schedule. This order does not give any commitment to quantities, weights or materials except as slown by larger's material delivery schedule and described below.

3. Delivery Sakedules: The buyer shall transmit to the salter a delivery schedule Kathen DELJIT (Poll Signal) from time to time by electronic means that is specified by the Payer. The Poll Signal and Deposity quentity, and time that delivery of the goods shall be made from the Seller to the Buyer. The buyer shall nor specified by the Payer, The Poll Signal and Deposity quentity, and time the delivery of the goods shall be made not be seller to the Buyer. The buyer shall nor be required to make payment for goods delivered to Buyer which are in score of the quantity specified in the Buyer's Poll Signal.

4. Financial Committeent Authorisation: The Buyer agrace to parchase from the Seller a specific amount of goods (Reneather referred to as "The Committed Quantity") Usted on the Buyer's forecast delivery schedule. The committed quantity shall be measured on the Forecast as a total quantity over the period of time between the meet reason planning wash and twoins (12) connective, subsequent weeks, inclusive. The Buyer measures the right to update and rhunge the forecast between the meet reason planning wash and twoins (12) connective, subsequent weeks, inclusive. The Buyer gracers also the processed into a finished state that is delivery schedulo from time to meet. The feller agrees that no more than finished. The balance of the committed material is to be work in process valued at no more than finy percent (50%) of the paralone price. more than fifty percent (30%) of the purchase price.

Suppliers are required to meas all requirements detailed in the Delght-Clobal Purchasing Supplier Guidelines and reference documents that are available on the Delght webgits, www.delphi.com, (by eliding on the "Suppliers" in the header).

() 李松军你的李老娘你说我是我看看的海班老师她的李松林的老师你就都到的我的妻子我们的我们的女孩女孩子的现在分词的女孩女孩

SELE / FPAP:
Suppliers are required in meet the regularizates of Dalphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (SPDP) and in the Production Part Approval Process (SPDP) because (SPDP) and in the Production Part Approval process (SPDP) and in the Production Part Approval process (SPDP) december was been provided by the appropriate Capture Quality Representative suggestions on the approval process or approval manus.

Production quantities. Contact the appropriate Oxight Supplier Quality Representative suggestions on the approval process or approval manus.

Toste:
Restricted, toxic, and hastadone magnings - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hastadone materials; an well as environmental, electrical and electromensatic enables under applicable to the country of manufacture and sole. This relates to both the materials processes. (Reder also to Terms and Conditions No. 8 Ingredients Disclosure and Special Warnings Instructions\*).

Commencement of any work or crevice under this order shall constitute sellers accommon of these responsibilities. If you do not nearly these responsibilities, and processes the processes of these responsibilities. please contact the appropriate Delphi Buser.

Fallace Analysis:
Pallace Analysis:
Pallace Analysis/Corrective Action: Supplies are expected to perform fallace analysis on defective measural resound by any Delphi Division. Interestible Pallace Analysis/Corrective Action: Supplies are expected and implemented. The plans with effective dates are to be reported back to the Delphi Division who corrective action plans for these fullaces must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who corrective action plans for these fullaces must be developed and implemented. requested the analysis.

# DELPHI

\_Delphi Blectronics and Safety

Page 4 of 6

BLMOS NA INC 31700 W 13 MILE STE 110 PARMINGTON HILLS MI 48334

Requirements Contract

PO Number 550047217 Version

Date Issued 01-Jan-2004

30-Sep-2005 14:04:14 EST

Trent No. 12 Material No. 2 Description ....

Plant, 4

Notes Commueda ....

EDI:
Delphi requires appliers of preductive material be capable of communicating material finecasts, material telectures, shipping nations and associated information through Electronic Data Interchange (EEE). To insule that EDI communications are accurate and affective, each productive material empilier will be required to through Electronic Data Interchange (EEE). To insule that EDI communications are accurate and affective, each productive material empilier will be required to providing becoming the productive material. Bot Cardification will be conducted and coordinated by the EDI Computersy organization.

An incomed electronic form alternative solution is intended to provide relief in simulians where applied an in-house 1901 capability is a hardship for a supplier providing finited material.

Please refer to Dalphi's website: www.delphi.com theo Suppliers/Supplier Community Pontal / Supplier Standards, for withdomal information.

Send the invoices to the following address: Delphi Automotive Systems Singapore PTE Ltd. Attention: Accounts Payable 501 Aug Mo Kio Industrial Peak 1 Singapore 359521

Tel: 65-645-08-544 Fax: 65-645-48-247

Soller neimpuredges and agrees that Enger'n General Texas and Conditions and Colphi Continuer Specific Requirements are incorporated in, and a part of, this Soller asimuwiscless and agrees that Enger's Cananal Terms and Conditions and Colphi Continuer Specific Requirements are incorporated in, and a part of, this content and each purchase order, releases, requisition, wolk order, ellipting instruction, specification and other document issued by Buyer or accepted in writing by Enger, whether expressed in written from on by electronic data intendency, relating to the goods and/or reprotes to be provided by Seller pursuant to this by Enger, whether expressed in written from the process to a this "Contract"). A copy of Enger's General Terms and Conditions and Delphi Contract Specific Requirements and conditions and agrees that it has read and requirements are available upon written request to Buyer or via the internet at English case, solid reclaim Terms and Conditions and Delphi Contract Specific Requirements. If Seller accepts this Contract Terms and Conditions and the work or services which are the authors of this Contract produces and represent the contract Specific Requirements in mailtination of, or revisions of this Contract Program and Conditions and and Delphi Customer Specific Requirements and Require propers will be decreated by Industrian Engels and Contract and Enger's Contract and Engels and Conditions and and Delphi Customer Specific Requirements and Engels propers will be decreated to be rejected by Industrian that Enger expressive engages are accepted any most properties because of the contract of the contract and Enger expressive engages are accepted any most properties to the contract of the contract and Enger expressive engages are accepted any most properties of the contract of the Contract and Enger expressive engages are accepted any most properties.

All wond packaging must be complicat with the International Standard Phytoconiusy Measure #15 in the resument of wood packaging material. Please reference the "Requirements for the treatment of wood peckaging measures" technically requirements for the treatment of wood peckaging measures to the "Requirements for the treatment of wood peckaging measures" technically requirements for the treatment of wood peckaging measures. 

This Contract replaces provious contract (\*\* (19477927-98)).

**企业企作的企业党委委员会职业专业协会委员** 

Title to prode skull transfer from soller to buyer unon ecrival as buyer's emounding plant.



\_Delphi Electronics and Safety

Page 5 of 6

BLMOS NA INC 31700 W 13 MILE STE 110 FARMINGTON HILLS MI 48334 Requirements Contract

PO Number 550047217 Date Issued

01-Jan-2004

Version

30-Sep-2005 14:04:14 EST

Item Not Material No. 3 Description

Piotes Continued at the second 

Suppliers are required to meet all requirements debuiled in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.dolphi.com, (by elleking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process Mandal is available from AIAG (\$10-358-3003) and (SPDP) and in the Production Part Approval Process Mandal is available from AIAG (\$10-358-3003) and (SPDP) and in the Production Part Approval Process Mandal is available from AIAG (\$10-358-3003) and (SPDP) documents can be provided by the appropriate Supplier Quality Representative regarding questions on the approval process or approval sames.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and sufety constraints on confricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacturer and sale. This relates to both the materials; as well as environmental, electrical and electromagnetic considerations No. 8 "ingredicate Disclosure and Special Warnings Instructions"), salable product and the manufacturing processes. (Refer also to Torms and Conditions No. 8 "ingredicate Disclosure and Special Warnings Instructions"). Commencement of any work or service under this oxder shall constitute sellen's accommon of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delpth's Buyer.

Fellow Analysis/Corrective Action: Suppliers are expected to perform fallow analysis on defective material returned by any Delphi Division. Inteversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who returned the confusion. requested the analysis.

Delphi requires applicate of productive material be capable of communicating material forecasts, material achedules, shipping notices and associated information through Electronic Data Interchange (EDI). To inspect that EDI communications are accurate and effective, each productive material supplies will be required to become EDI Certified by exhibiting their ability to send antior receive the appropriate EDI receives with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization. 

An internet electronic form alternative colution is intended to provide relief in simutions where establishing an in-house RDI capability is a handship for a supplier providing United meterial.

Pleasa refer to Deaphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and on each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing the property of the goods and/or services to be provided by Seller pursuant to this Buyer, whether expressed in written form or by observation data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphil.com, Seller accepts this Contract in writing or commences any of understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. It seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Setter will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entitions without modification. Any additions to, changes in, modifications of, or revisions of this Contract Delphi Customer Specific Requirements in their entitions and and Delphi Customer Specific Requirements ) which Seller proposes will be deemed to be rejected by (including Buyer's General Terms and Conditions and and Delphi Customer Specific Requirements ) which Seller proposes will be deemed to be rejected by (including Buyer's General Terms and Conditions and and Delphi Customer Specific Requirements ) which Seller proposes will be deemed to be rejected by (including Buyer's General Terms and Conditions and and Delphi Customer Specific Requirements ).

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Delphi Electronics and Safety

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ELMOS NA INC 31700 W 13 MILE STE 110 FARMINGTON HILLS MI 48334

Requirements Contracts

PO Number 550047217 Date Issued

01-Jan-2004

Version

30-Sep-2005 14:04:14 EST

Item Niis Matchial No: Descriptions

Motes Contineds

All wood packaging must be compliant with the international Standard Phytosanitary Measure #15 in the treatment of wood packaging must be compliant with the international Standard Phytosanitary Measure #15 in the treatment of wood packaging materials" section of the Supplier Community Portal found on www.delphi.com for further details.